

EXHIBIT 1



DISTRIBUTOR AGREEMENT

THIS DISTRIBUTOR AGREEMENT (hereinafter called "Agreement"), is made at Cleveland, Ohio, as of this 15th day of December 2021, (the "Effective Date"), by and between Kirby Opco, LLC, d/b/a The Kirby Company (a Delaware corporation) with its principal place of business located at 1920 W. 114th Street, Cleveland, Ohio 44102 (hereinafter called the "Company") and Bradfute Enterprises, by David W Bradfute, its Principal Owner, with a principal place of business located at 4952 Hondo Pass Drive , El Paso , TX 79924 (hereinafter collectively called "Distributor"). The Company and Distributor are collectively referred to herein as the "Parties" (singularly, "Party").

RECITAL:

Distributor wishes to purchase vacuum cleaners, accessories, and attachments (hereinafter referred to as "Kirby Systems") and supplies and parts (hereinafter referred to as "Kirby Parts") from the Company for resale as described below, and the Company desires to sell Kirby Systems and Kirby Parts (hereinafter collectively referred to as "Kirby Products") to Distributor. As such, in consideration of Distributor being approved to resell the world-class Kirby Products and its subsequent access to certain accompanying proprietary information of the Company under the terms set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto mutually agree as follows:

1. Engagement; Service Requirements.

(a) *Engagement.* Subject to the terms of this Agreement, the Company hereby engages Distributor to resell Kirby Products and provide the Services and Requirements as defined in Exhibit B (the resale of Kirby Products and the Services and Requirements are collectively referred to hereinafter as "Service Requirements"), and Distributor accepts such engagement and agrees to provide the Service Requirements during the duration of and pursuant to the provisions of this Agreement. Distributor shall provide the Service Requirements in a timely and productive manner and perform the Service Requirements in a safe, good, and professional manner and in compliance with Company policies, which may be adopted, revised, or discontinued at any time.

(b) *Equipment and Expenses.* Distributor shall obtain and possess all tools, vehicles, and equipment, including modes of transportation, necessary to lawfully provide the Service Requirements (collectively, the "Equipment"). Distributor shall be solely responsible for ensuring that the Equipment conforms to applicable laws, including those pertaining to safety, inspection, and operational capability, and Distributor shall be responsible for all costs and expenses related to the Equipment that Distributor may incur under this Agreement, including, but not limited to, insurance. Except as otherwise required by law, Distributor assumes all risk of damage or loss to the Equipment.

(c) *Legal Compliance.* Distributor shall perform the Service Requirements in accordance with standards prevailing in the Company's and Distributor's industries, and in accordance with all applicable laws, rules, standards, and regulations. Distributor shall obtain all permits, licenses, registrations, or permissions required to comply with those standards, laws, rules, and regulations at Distributor's own expense.

2. Relationship of the Parties.

(a) *Independent Distributor Status.* The Company and Distributor expressly agree and understand that Distributor is an independent distributor, and nothing in this Agreement nor the Service Requirements rendered hereunder is meant, or shall be construed in any way or manner, to create between Distributor and the Company a relationship of employer and employee; principal and agent; partners; or any other relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the provisions of the Agreement.

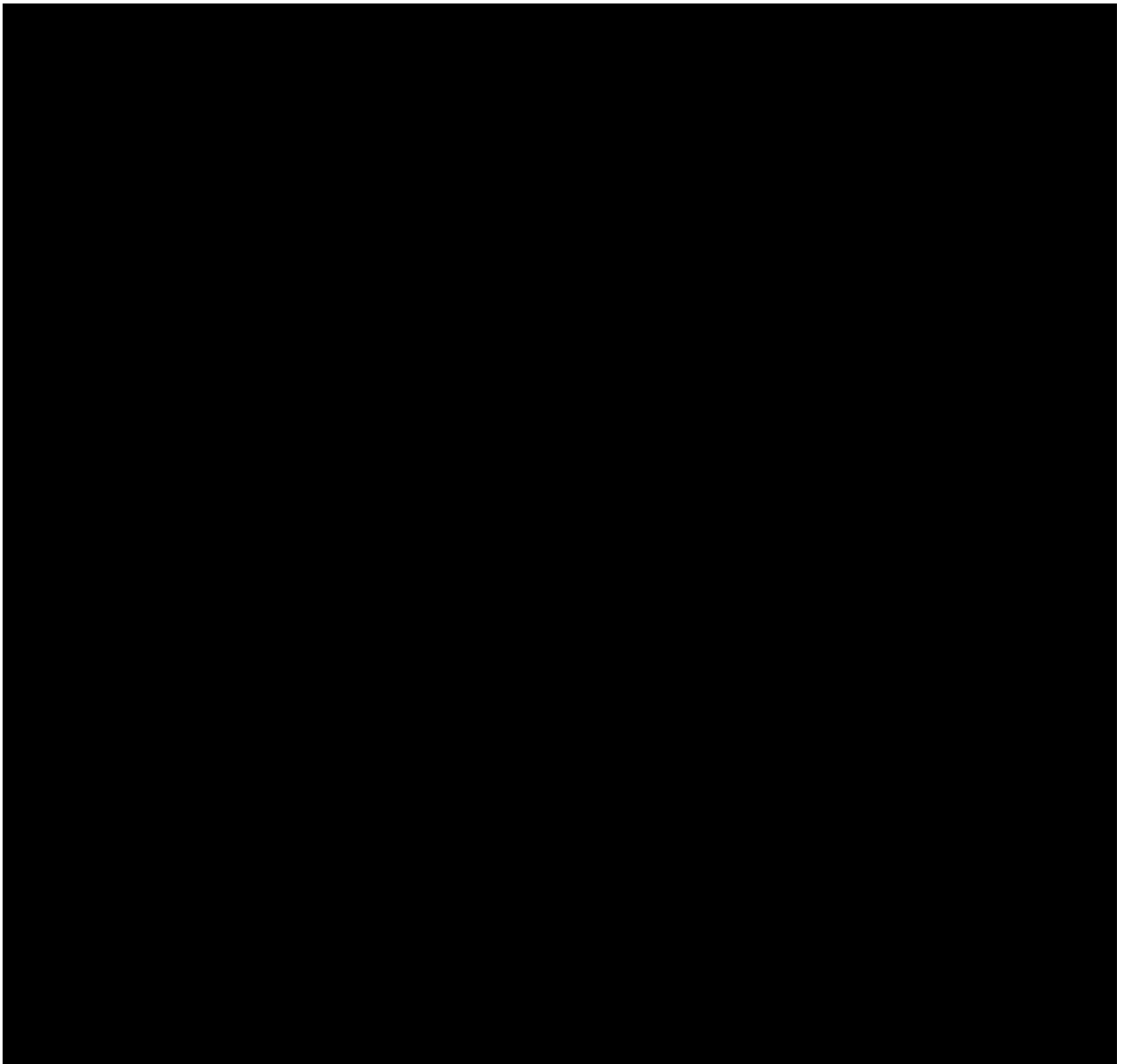
Accordingly, Distributor acknowledges that Distributor and Distributor's employees, independent contractors who enter into agreements with Distributor, and/or anyone else providing work or services on behalf of Distributor, including, but not limited to, Distributor Trainees (hereinafter collectively referred to as "Distributor's Employees and Contractors") are not eligible for any Company benefits, including, but not limited to, wages, health insurance, retirement plans, or stock option plans. Distributor is not the agent of the Company, and Distributor and Distributor's Employees and Contractors are not authorized and shall not have the power or authority to bind the Company, incur any liability or obligation on the Company's behalf, or act on behalf of the Company. At no time shall Distributor or Distributor's Employees and Contractors represent that they are an agent of the Company or that any of the views, advice, statements, and/or information that may be provided while performing the Service Requirements are those of the Company. If Distributor is reclassified as an employee by any government agency, judge, jury, or arbitrator, Distributor agrees that any right to the Company's benefits shall be waived to the full extent allowable by law. Such waiver is a material term of this Agreement and not based on the classification of Distributor as an independent distributor.

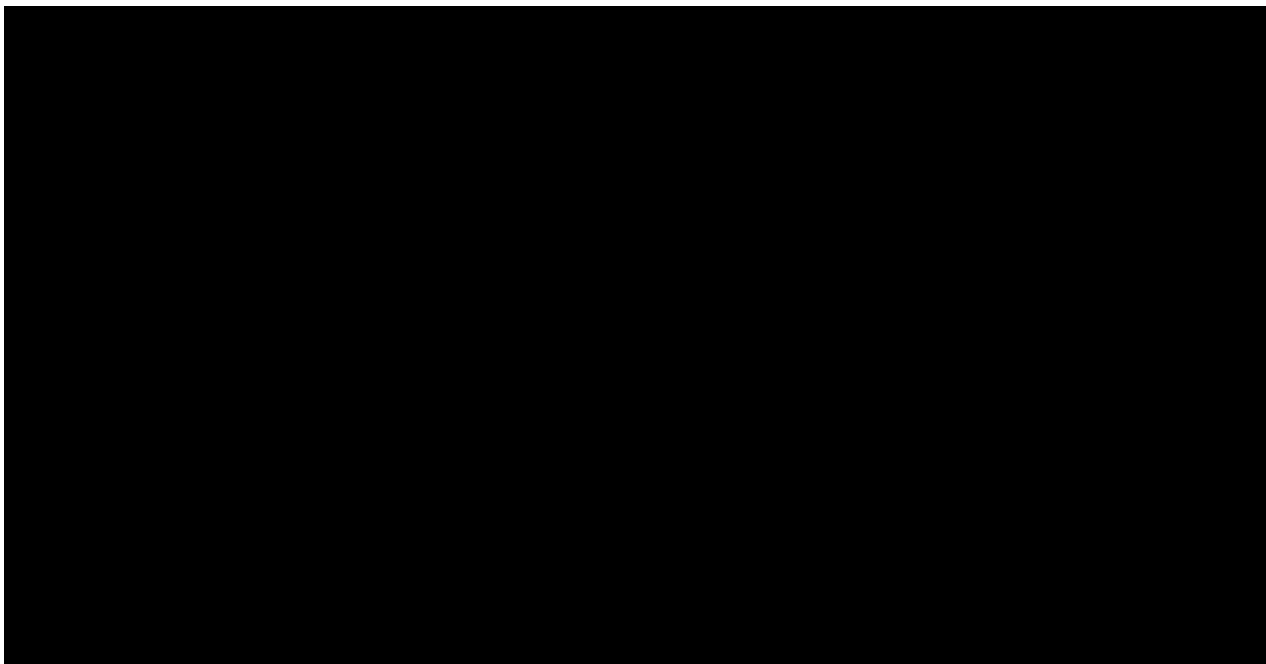
(b) *Vendor-Vendee Relationship.* The relationship established by this Agreement is that of vendor and vendee, and all obligations to be performed by Distributor under this Agreement shall be performed by it as an independent distributor. As such, Distributor is solely responsible for filing and paying all necessary federal, state, and local taxes. In particular and as consistent with Section 2(a), Distributor is not and will not be treated as an employee for any purposes, including for federal or state tax purposes. Except as expressly provided herein, the Company shall exercise no control over the selection of Distributor's customers, Distributor's Employees and Contractors, agents, or representatives of Distributor. The full cost and responsibility for recruiting, hiring, contracting with, firing, terminating, and compensating Distributor's Employees and Contractors, agents, and representatives shall be borne by Distributor.

(c) *No Agency Relationship.* Nothing in this Agreement or otherwise shall be construed as establishing Distributor as an agent, employee, or legal representative of the Company for any purpose whatsoever. Distributor is not authorized to transact business, incur obligations, sell goods, receive payments, solicit orders, or assign or create any obligation of any kind, express or implied, on behalf of the Company, or to bind the Company in any way whatsoever, or to make any promise, warranty, or representation on the Company's behalf with respect to Kirby Products or any other matter, except as expressly authorized in writing by the Company. Distributor is not authorized to accept any service of process upon the Company or to receive any notice of any nature whatsoever on the Company's behalf.

(d) *Means of Service Requirements.* While the Company is entitled to provide Distributor with general guidance to assist Distributor in completing the Service Requirements to the Company's satisfaction, Distributor is ultimately responsible for directing and controlling the performance of the task and the scope of work in accordance with the terms and conditions of this Agreement. Distributor shall use its energy and skill in its own name and in such manner as it sees fit. Distributor and/or Distributor's Employees and Contractors shall perform the work, and the Company is not required to hire, supervise, or compensate any of Distributor's Employees or Contractors. Distributor shall provide adequate and any legally required insurance coverage for Distributor and Distributor's Employees and Contractors.

(e) *Non-Exclusive Relationship.* The Company and Distributor agree that Distributor is a non-exclusive, authorized distributor for the sale of Kirby Products to consumer end-users.

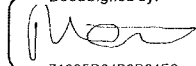




IN WITNESS WHEREOF, the parties hereto have signed duplicates of this Agreement as of the day and year first above written.

DISTRIBUTOR

By David w Bradfute, Principal Owner of Bradfute Enterprises.
(Insert Name of Principal Owner) (Insert Name of Distributorship)

DocuSigned by:


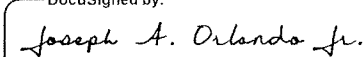
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Signature of Principal Owner

1/14/2022

Date

KIRBY OPCO, LLC

By Joseph A. Orlando, Jr., Manager of Contracts Department.
(Insert Name of Manager/Company Rep.) (Insert Name of Department)

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Signature of Manager/Company Representative

1/14/2022

Date